

THE STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION

Docket No. DE 16-015

Green Mountain Power Corporation  
Petition for License to Construct and Maintain Electric Lines  
over and across the Sugar River in the City of Claremont

GREEN MOUNTAIN POWER CORPORATION  
RESPONSES TO COMMISSION INFORMATION REQUESTS  
APRIL 19, 2016

This submission provides responses to the information requests raised by Staff to the New Hampshire Public Utilities Commission in the above-referenced matter.

- Q1. Are there modifications being proposed to the ADSS (All-Dielectric Self-Supporting) fiber optic cable at any of these crossings, or is it simply a matter of transferring the ADSS cable from existing structures to proposed structures?
- A2. Presently, Green Mountain Power Corporation (“GMP”) does not have a fiber connection on the line that runs from its Lafayette Street Substation to its Maple Avenue Substation or from its Highbridge Substation to its Lafayette Street substation. As a part of its reconductoring project, GMP proposes to design space for future ADSS cable to these lines. The future cable is anticipated for GMP system communications and to facilitate the operation of its substations supervisory control and data acquisition systems.
- Q2. Are there New Hampshire Department of Environmental Services (“NHDES”) Wetlands or Shoreline Protection permits requirements for any of the proposed construction activity at the three crossing locations?
- A2. GMP has engaged the environmental consulting firm Normandeau Associates to work with the company and the NHDES, to determine whether the work is exempt from the requirements to obtain a Wetlands or Shoreline Protection Permit and, if not, to obtain any required permits.

- Q3. Please provide copies of the easements or licenses for Green Mountain Power Corporation's Sugar River Crossings.
- A3. Attached please find Green Mountain Power Corporation's easements for its Line 92 and Line 102 Sugar River crossings. Note that these easements were issued to Central Vermont Public Service Corporation, GMP's predecessor in interest.

North side of Sugar River @ Pole #73 - Line #92

787A  
18

KNOW ALL MEN BY THESE PRESENTS:

THAT, WE, LIONEL F. JARVIS and MARGUERITE JARVIS, Husband and Wife,

of Claremont in the County of Sullivan and State of New Hampshire (hereinafter called the Grantor), for and in consideration of the sum of One Dollar and other valuable consideration paid by the CENTRAL VERMONT PUBLIC SERVICE CORPORATION (hereinafter called the Grantee), a corporation duly authorized and existing according to law with its office and principal place of business in the City of Rutland, in the County of Rutland and State of Vermont, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, the perpetual right and easement to erect, construct, maintain, reconstruct, relocate, operate and remove electric transmission, distribution and communication lines (which may be erected at different times) consisting of suitable and sufficient poles and towers with wires and/or cables strung thereon for the transmission of electricity and the transmission of intelligence by electricity, together with all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, including buried ground wires or cables, under, over and upon a strip of land owned by US in the town of Claremont in the County of Sullivan and State of New Hampshire bounded and described as follows:

Being a strip of land 90 feet in width, or such portion thereof as may be required, said strip to be 40 feet wide on the easterly side and 50 feet wide on the westerly side of a survey line, extending from our northerly property line to our southerly property line; said survey line being more particularly described as follows:

Beginning at a point on the center line of Twistback Road, so-called, which leads past the premises of the Grantor, said point being where the center of the Grantees present electric transmission line intersects center line of said road; thence running on a straight course of about South 53° East along the center line of the Grantee's present electric transmission line to the southerly side of said road and across lands of the Grantor for a distance of 225 feet, more or less, to the north bank of Sugar River; thence crossing said Sugar River to lands now or formerly of John Zakiewiez.

*Lionel Jarvis*

~~The exact location of said survey line is to be selected by the Grantee after its final surveys have been completed.~~

Title to the foregoing lands and premises was acquired by Deed of Sadie Trudel to Lionel F. Jarvis and Marguerite R. Jarvis dated September 5, 1958 and recorded in Vol. 397, Page 273 of Sullivan County Registry of Deeds; and by Warranty Deed of Marguerite R. Jarvis to Lionel F. Jarvis dated August 1, 1960 and recorded in Vol. 378, Page 219 of Sullivan County Registry of Deeds.

Together with the right, within said strip of land, to cut down, trim, burn and spray with chemicals any and all trees, underbrush and vegetation or parts thereof growing within or overhanging the limits of said strip (the first clearing may be for less than the full width and may be widened from time to time to the full width) and to remove all structures and obstructions which are now found within the limits of said strip; provided, however, that the Grantor(s), their heirs, executors, administrators and assigns shall be entitled for a period of one year from the date said strip is first cleared to any salvage of wood and timber cut by the Grantee, its successors and assigns.

Together with the permanent right at any and all times to enter on adjacent land of the Grantor(s), their heirs and assigns, and cut or trim and remove such trees growing outside the limits of said right of way strip which may, in the opinion of the Grantee, its successors and assigns, interfere with, or be likely to interfere with, the successful operation of said line or lines now or hereafter to be constructed on said right of way strip above described.

The Grantor(s) for themselves, their heirs, executors, administrators and assigns, hereby covenant(s) and agree(s) to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the above described strip, and will not place, permit or allow any material of any kind or nature to be piled on, or accumulate on, or be removed from the said right of way strip above described so as to change the grade of the surface of the ground any and all of which, in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the operation or maintenance of said line or lines constructed along and across said strip.

Together, also, with the right at all times to cross and recross (our) other premises by convenient and reasonable approaches to gain access to the above described strip on foot and with teams, motor vehicles and construction equipment for the purpose of constructing, operating, inspecting and repairing any and all structures or fixtures of every kind and nature which the Grantee, its successors and assigns, may erect, construct, maintain and operate upon the above described right of way strip, this right of access may be confined to routes designated by (me) (us) if such designated routes are practicable and acceptable to the Grantee, its successors and assigns; provided, however, that this right of access must be exercised in a careful manner and the Grantee, its successors and assigns, shall reimburse the Grantor(s) for all physical damage to the lands, buildings, structures, installations and crops thereon in the exercising of this right of access.

RESERVING, NEVERTHELESS, unto the Grantor(s) their heirs, executors, administrators and assigns the right to cross and recross said strip at such places as may be necessary in using the lands adjacent to said strip, provided such crossing and recrossing shall not interfere with the rights herein granted.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever, to it and their own proper use, benefit and behoof.

Pg 1 of 2

Line 92

PROVIDED, NEVERTHELESS, that if the said Grantee, its successors or assigns shall fail to pay or cause to be paid to the said Grantor , their heirs, executors, administrators or assigns, the sum of Two Hundred (200) Dollars on or before Two months from the date hereof, then this conveyance to be null, void and of no effect whatsoever, otherwise to be and remain in full force and virtue.

EITHER GRANTOR is hereby authorized and empowered to discharge of record the foregoing conditions.

IN WITNESS WHEREOF WE have hereunto set OUR hand and seal this 7TH day of JULY A. D., 19 65

Signed, Sealed and Delivered In Presence of:

W. Edward O'Neill
Anne J. Langeroni
W. Edward O'Neill
Anne J. Langeroni

Lionel P. Jarvis
Marguerite Jarvis

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN

BE IT REMEMBERED, that on the 7TH day of JULY A. D. 19 65 personally appeared Lionel P. Jarvis and Marguerite Jarvis, signers and sealers of the foregoing written instrument and acknowledged the same to be their free act and deed.

Before me,

Anne J. Langeroni
Notary Public

I/We hereby certify that the payment set forth in the foregoing Condition has been made in full and that said Condition is hereby discharged.

Dated the 19TH day of JULY A. D. 19 65

In Presence of:
W. Edward O'Neill
William D. Fee

Lionel P. Jarvis
Marguerite Jarvis
L. S.
L. S.

SPACE BELOW THIS LINE FOR RECORD ENTRY PURPOSES ONLY AND NOT PART OF ABOVE CONVEYANCE.

Clerk's Office
Received for Record

1-31 A. D., 19 65

at o'clock minutes M. and recorded

in Book 465 Page 57 of Land Records.

W. O. No. 7925

Attest: Clerk.

Susp. No.

Recorder's fee \$.

South side of Sugar River @ Rd #74 - Line #92

This Indenture, made this 6<sup>th</sup> day of Oct 1927 by and between John Zakeining of the Town of Claremont County of Sullivan and State of New Hampshire hereinafter called the Grantor and the Vt. Hydro-Elec. Corp. a Vermont corporation, hereinafter called the Grantee.

WITNESSETH:

That in consideration of the mutual covenants herein contained and of the sum of One Dollar (\$1.00) in hand paid by the Grantee to the Grantor concurrently herewith, the receipt whereof is hereby acknowledged.

The Grantor hereby conveys to the Grantee its successors and assigns an easement, right, privilege and right of way of the width of 150 feet, upon, over and across the lands of the Grantor situated in the Town of Claremont County of Sullivan State of New Hampshire described as follows:

The above described one hundred and fifty feet width of right of way is the total width of right of way required and includes part of the right of way as now occupied by the grantee and recorded in Book 166, Page 455 in the town records of the Town of Claremont.

Being a strip of land one hundred and five (105) feet wide on the northerly side and forty-five (45) feet wide on the southerly side of a base line described as follows:

Beginning at an iron pin in the easterly bank of Sugar River located S. 33°-20' E. 423 feet from the southwest corner of a house now owned and occupied by S. B. Allen and running thence S. 53°-50' E. 959 feet to an iron pin in the property line fence between lands owned by the grantor and lands owned by Peter Ostrowski et al. located S. 68°-30' W. 160 feet from said property line fence corner on Lafayette Street.

IN WITNESS WHEREOF, the Grantor hereunto set hand and seal this day of October A. D., 1927

John Zakeining his marks [SEAL]

WITNESS: J. McDonald, J. Zakeining

State of New Hampshire County of Sullivan

Be it remembered, that on this 6<sup>th</sup> day of Oct in the year of our Lord, One Thousand Nine Hundred and Twenty Seven before me the subscriber, Notary Public in and for the County aforesaid, personally appeared John Zakeining who, I am satisfied the person mentioned in the within Indenture, to whom I first made known the contents thereof and thereupon acknowledged that he signed, sealed and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

Wm Otis [Signature] Notary Public.

REC. Vol. 237 Pg. 148

North Side of Sugar River @ pole #38 - LINE #92

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This Indenture, made this 20<sup>th</sup> day of January, 1928 by and between William W. Ballouh of the Town of Claremont County of Sullivan and State of New Hampshire hereinafter called the Grantor and the Vt. Hydro-Elec. Corp. a Vermont corporation, hereinafter called the Grantee.

WITNESSETH:

That in consideration of the mutual covenants herein contained and of the sum of One Dollar (\$1.00) in hand paid by the Grantee to the Grantor concurrently herewith, the receipt whereof is hereby acknowledged.

The Grantor hereby conveys to the Grantee its successors and assigns an easement, right, privilege and right of way of the width of 150 feet, upon, over and across the lands of the Grantor situated in the Town of Claremont County of Sullivan State of New Hampshire described as follows:

Parcel 1. Being a strip of land one hundred and five (105) feet wide on the northerly side and forty-five (45) feet wide on the southerly side of a base line described as follows:

Beginning at a point in the center line of Sugar River located about S. 74°-00' W. 295 ft. from a large red cross painted on a ledge and running S. 69°-34' E. 286 ft. to an iron pin located S. 15°-15' W. 185 ft. from said red cross and running thence S. 6°-55' E. 502 ft. to a point in the center line of said river located about S. 5°-15' E. 550 ft. from said red cross.

Parcel 2. Being a strip of land 50 ft. in width on each side of a base line described as follows:

Beginning at an iron pin located S. 15°-15' W. 185 ft. from a large red cross painted on a ledge and running N. 10°-00' W. 440 ft. to an iron pin in the southerly line of the state road highway leading from Ascutney to Claremont located N. 27°-00' W. 235 ft. from said red cross.

SEE Sugar River Sand + Gravel WITH DEED TO CV 11/20/67

William W. Ballouh [SEAL]
Lucia C. Ballouh [SEAL]

WITNESS:

George H. Raymond
J. Lee Donald
State of N.H.
County of Sullivan

Be it remembered, that on this 15th day of February in the year of our Lord, One Thousand Nine Hundred and Twenty-eight before me the subscriber, Notary Public in and for the County aforesaid, personally appeared Wm. W. Ballouh and Lucia Ballouh who, I am satisfied are the persons mentioned in the within Indenture, to whom I first made known the contents thereof and thereupon they acknowledged that they signed, sealed and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

Wm. Otis Myriard
Notary Public.

3-2-28
B.P. 38

Line 92

Ed Ballouh

[OVER]

South side of Sugar River @ Loc # 39 - Line # 92

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10

THIS INDENTURE, made this 28<sup>th</sup> day of June, 1928, by and between <sup>Russell</sup> ~~Russell~~ JARVIS of the Town of Claremont, County of Sullivan and State of New Hampshire, hereinafter called the Grantor, and the VERMONT HYDRO-ELECTRIC CORPORATION, a Vermont corporation, hereinafter called the Grantee,

WITNESSETH

THAT in consideration of the mutual covenants herein contained and of the sum of One Dollar (\$1.00) in hand paid by the Grantee to the Grantor concurrently herewith, the receipt whereof is hereby acknowledged.

The Grantor hereby conveys to the Grantee, its successors and assigns, an easement, right, privilege and right of way of the width of 150 feet, upon, over and across the lands of the Grantor situated in Claremont, County of Sullivan, State of New Hampshire, described as follows:

Being a strip of land one hundred and five (105) feet wide on the northerly side and forty-five (45) feet wide on the southerly side of a base line described as follows:

Parcel 1. Beginning at an iron pin in the easterly property line of the Boston and Maine Railroad Company located S. 56 degrees 00' E. 91 ft. from a large red cross painted on an abutment of the high bridge over Sugar River owned by said Railroad Company and running S. 69 degrees 34' E. 230 ft. to a point in the center of said Sugar River located about S. 74 degrees 00' W. 295 ft. from a large red cross painted on a ledge.

Parcel 2. Beginning at a point in the center line of said Sugar River located about S. 5 degrees 15' E. 550 ft. from a large red cross painted on a ledge and running S. 6 degrees 55' E. 1541 ft. to an iron pin located N. 61 degrees 30' W. 225 ft. from a large red cross painted on the southerly abutment of a concrete culvert on the

highway leading westerly from West Claremont and through the underpass of the Boston and Maine Railroad Company, and running thence S. 26 degrees 35' E. 92 ft. to an iron pin in the northerly line of said highway located N. 77 degrees 30' W. 165 ft. from said red cross.

(10)

Parcel 3. Beginning at an iron pin in the southerly line of the highway described in Parcel 2 located S. 88 degrees 00' W. 135 ft. from the last described red cross in Parcel 2 and running S. 26 degrees 35' E. 233 ft. to an iron pin located S. 63 degrees 30' W. 333 ft. from last described red cross and running thence S. 56 degrees 23' E. 800 ft. to an iron pin in the property line fence between lands owned by the grantor and lands owned by Aurra Osgood located S. 76 degrees 00' W. 375 ft. from the southeast corner of a shingled bungalow owned by Cora E. Lovejoy.

Together with the right to enter upon said strip conveyed, across other property owned by grantor and erect, inspect, operate, replace, repair and perpetually maintain lines of poles or towers with necessary wires, cross arms, guy wires, push braces and other usual fixtures and appurtenances used or adopted for the transmission of electric current for light, heat, power or any other purposes.

Together also with the right to trim, cut and remove at any and all times such trees, vegetation, underbrush as in the judgment of the Grantee may interfere with or endanger said lines or any of their appurtenances when erected.

PROVIDED, however, any damage to the property of the Grantor caused by the Grantee, its successors and assigns, in maintaining or repairing said transmission line, shall be borne by the Grantee, its successors and assigns.

RESERVING, however, to the Grantor the right to cultivate the ground between said poles and towers and beneath said wires, provided that such use shall not interfere with or obstruct the rights herein granted.

Pg 23

Line (12)

(10)

It is further mutually understood and agreed that forthwith upon the construction of the line over the right of way hereinabove described, the said VERMONT HYDRO-ELECTRIC CORPORATION will forthwith take down and remove the line of poles and wires over the right of way on lands of said Grantor described in a certain lease between the said Grantor and the Claremont Power Company (to which said Grantee has succeeded under said lease), dated August 23, 1907, and that thereupon said parties agree that said lease of August 23, 1907, be terminated and cancelled, and all rights of either party thereunder cease and terminate.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 28th day of June, A. D. 1928.

WITNESS:

W. O. Bernard

Russell Jarvis (SEAL)

Frank D. Tucker

STATE OF New Hampshire SS.  
COUNTY OF Sullivan

BE IT REMEMBERED, that on this 28th day of June, A. D. 1928, before me the subscriber, Notary Public in and for the County aforesaid, personally appeared RUSSELL JARVIS who, I am satisfied is the person mentioned in the within indenture, to whom I first made known the contents thereof and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Frank D. Tucker

Notary Public

Justin Spear  
June (12)

6-28-28  
B 230  
P 279

Pg 3-3



copy  
have  
page

South side of Sugar @ Pole #3 - Line #102  
CMP owns land on North side of RIVER @ LARAYETTE  
Street Sub

1 of 3

KNOW ALL MEN BY THESE PRESENTS:

THAT, DARTMOUTH WOOLEN MILLS, INC., with a place of business at Claremont, County of Sullivan, State of New Hampshire (hereinafter called the Grantor), for and in consideration of the sum of One Dollar and other valuable consideration paid by the CENTRAL VERMONT PUBLIC SERVICE CORPORATION (hereinafter called the Grantee), a corporation duly authorized and existing according to law with its office and principal place of business at the City of Rutland, in the County of Rutland, in the State of Vermont, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, with all covenants of warranty, an easement, right, privilege and right of way for the purpose of entering upon and erecting, inspecting, operating, maintaining and reconstructing a line of poles with necessary wires, crossarms, guy wires, push braces, and other usual fixtures and appurtenances used or adopted for the transmission of electric current for light, heat, power or any other purpose upon, over and across the lands of the Grantor situated in the town of Claremont, in the County of Sullivan, State of New Hampshire, the survey line of which shall be approximately as follows:

Beginning at a point in the center line of Sullivan Street so-called, said point being where the Grantee's present electric transmission line now crosses the center line of said street; thence running N47°-30'E about 70 feet to an angle point (A); thence running S85°-40'E about 606 feet to an angle point (B), thence running S75°-40'E about 745 feet to an angle point (C), said angle point being located approximately 80 feet northwesterly from a stone monument set in the ground; thence running N45°-20'E to the property line between land of the Grantor and lands of the Grantee all as shown on print of drawing entitled "Map of Proposed right of way, Dartmouth Woolen Mills Inc.", dated April 24, 1946, attached hereto and made a part hereof.

Together with the right, within said right of way, to trim, cut and remove at any and all times such trees, underbrush and vegetation as in the judgment of the Grantee may interfere with or endanger the efficient operation and use of said line or any of their appurtenances when erected. Together, also, with

5-18-46  
B300 P 253

Line # 102

the right from time to time to remove such trees, standing on the embankment between the above described right of way and Sullivan St., as in the judgment of the Grantee may interfere with or endanger the efficient operation of said lines when erected. Any damage caused to the property of the Grantor by the sliding of earth and stones from any embankment which is caused by the erection of said line shall be paid for by the Grantee.

The Grantor reserves the right to use the land under said wires for any use it may deem advisable and to erect structures thereon of any sort. If at any time said line of poles, wires or any part thereof shall interfere with the expansion and development of the Grantor's premises, upon notice to the Grantee by the Grantor, the Grantee shall move, at its expense, said line of poles and wires to such location on the Grantor's land as the Grantor shall determine.

Together, also with the right to enter upon such right or easement across other property owned by the Grantor for the purposes of exercising any of the rights to be conveyed; provided, however, that said right must be exercised in a careful manner and any damage to the property of the Grantor caused by the Grantee shall be borne by the Grantee.

The foregoing shall be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the said Dartmouth Woolen Mills, Inc. has hereunto caused its corporate name to be subscribed and its seal to be affixed this 15<sup>th</sup> day of May A. D., 1946, by S. E. Brown its agent, for that purpose duly authorized.

Signed, Sealed and Delivered in Presence of:

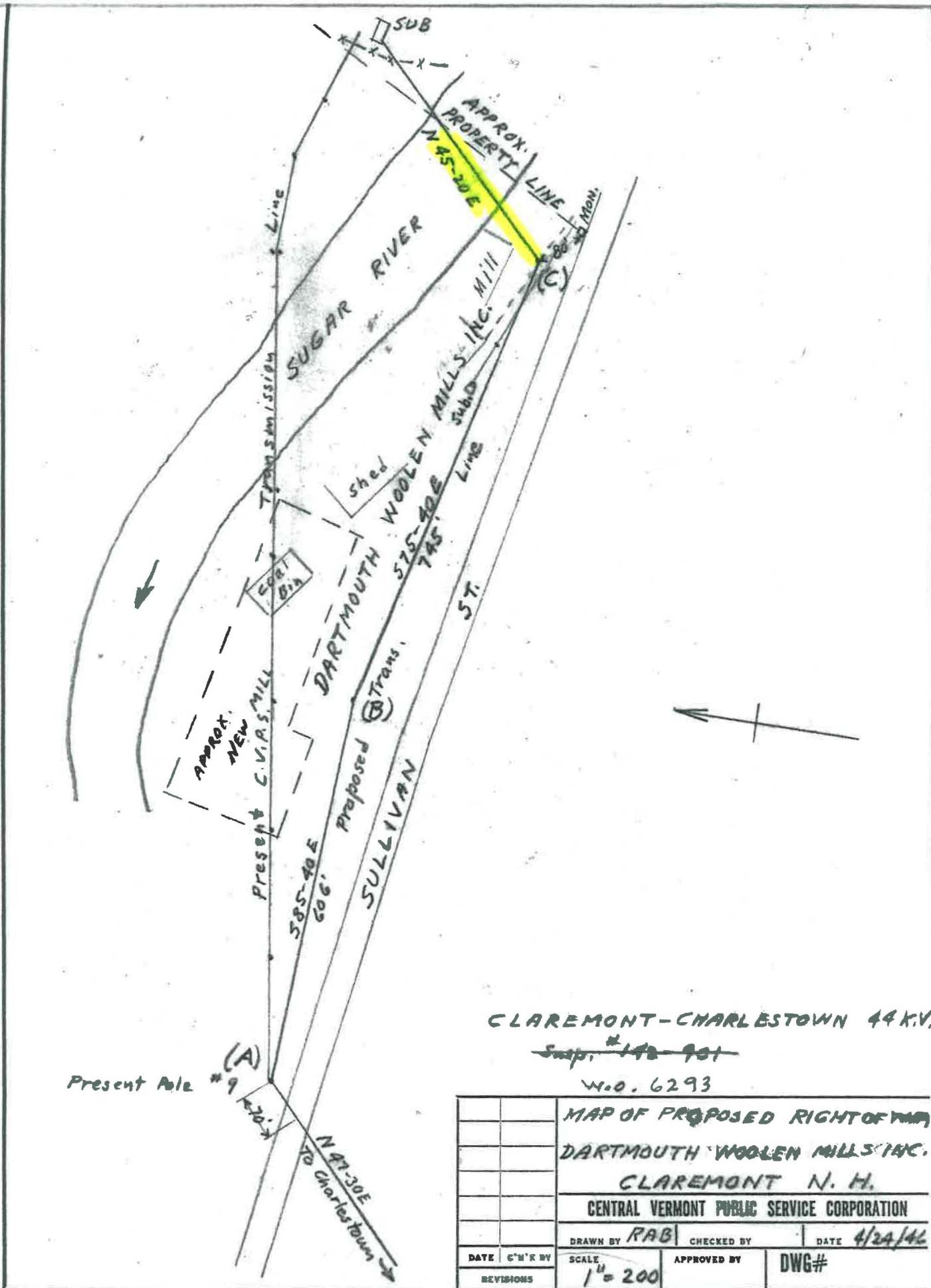
DARTMOUTH WOOLEN MILLS, INC.

Leona M. Rollins

By S. E. Brown, Treas.

Serial # 102





CLAREMONT-CHARLESTOWN 44 K.V.

~~Supp. #142-901~~

W.O. 6293

MAP OF PROPOSED RIGHT OF WAY	
DARTMOUTH WOOLEN MILLS INC.	
CLAREMONT N. H.	
CENTRAL VERMONT PUBLIC SERVICE CORPORATION	
DRAWN BY RAB	CHECKED BY
DATE	DATE 4/24/46
REVISIONS	SCALE 1" = 200'
APPROVED BY	DWG#